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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA

CHRISTOPHER ZORKER,  
Plaintiff,  
v.

Case No.:

**Complaint for Damages:  
Violation of Fair Credit  
Reporting Act**

ATLANTICUS HOLDINGS  
CORPORATION dba ASPIRE;  
EXPERIAN INFORMATION  
SOLUTIONS, INC.; EQUIFAX  
INFORMATION SERVICES LLC, and  
TRANSUNION LLC,  
Defendants.

Plaintiff, Christopher Zorker, by and through undersigned counsel, upon information and belief, hereby complains as follows:

**I. INTRODUCTION**

1. This action arises out of Defendants' violations of the Fair Credit Reporting Act ("FCRA") whereby Plaintiff discovered inaccurate information reporting on her consumer credit reports, disputed that inaccurate information, and Defendants willfully or negligently refused to correct the inaccurate information on Plaintiff's consumer credit report, damaging Plaintiff.

## II. PARTIES

2. At all times pertinent hereto, Plaintiff was a “consumer” as that term is defined by 15 U.S.C. §1681a(3).

3. Defendant, Atlanticus Holdings Corporation dba Aspire (“Aspire”) is and at all times relevant hereto was, a lending institution regularly doing business in the State of Georgia, with its headquarters in Atlanta, Georgia.

4. At all times pertinent hereto, Defendant Aspire is a “person” as that term is defined in 15 U.S.C. §1681a(b), and also a “furnisher” of credit information as that term is described in 15 U.S.C. §1681s-2 *et seq.*

5. Defendant Aspire was at all relevant times engaged in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

6. Defendants Aspire is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

7. Defendant, Experian Information Solutions, Inc. (“Experian”), is a credit reporting agency, licensed to do business in Georgia.

8. Defendant Experian is, and at all times relevant hereto was, regularly doing business in the State of Georgia.

9. Experian is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

10. Experian furnishes such consumer reports to third parties under contract for monetary compensation.

11. At all times pertinent hereto, Defendant Experian was a “person” and “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

12. Defendant Equifax Information Services LLC is a corporation existing under the laws of Georgia, with North American Headquarters in Atlanta, Georgia.

13. Defendant, Equifax Information Services LLC (“Equifax”), is a credit reporting agency, licensed to do business in Georgia.

1           14. Defendant Equifax is, and at all times relevant hereto was, regularly doing  
2 business in the State of Georgia.

3           15. Equifax is regularly engaged in the business of assembling, evaluating, and  
4 disbursing information concerning consumers for the purpose of furnishing consumer  
5 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

6           16. Equifax furnishes such consumer reports to third parties under contract for  
7 monetary compensation.

8           17. At all times pertinent hereto, Defendant Equifax was a “person” and  
9 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

10          18. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting agency,  
11 licensed to do business in Georgia.

12          19. Defendant TransUnion is, and at all times relevant hereto was, regularly  
13 doing business in the State of Georgia.

14          20. TransUnion is regularly engaged in the business of assembling, evaluating,  
15 and disbursing information concerning consumers for the purpose of furnishing  
16 consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

17          21. TransUnion furnishes such consumer reports to third parties under contract  
18 for monetary compensation.

19          22. At all times pertinent hereto, Defendant TransUnion was a “person” and  
20 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

21  
22                                   **III. JURISDICTION AND VENUE**

23          23. This Court has jurisdiction over this action pursuant to 15 U.S.C. §1681p,  
24 15 U.S.C. §1692k(d), and 28 U.S.C. §1331.

25          24. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

26                                   **IV. FACTUAL ALLEGATIONS**

27          25. Plaintiff is a consumer who is the victim of inaccurate reporting by  
28 Defendants Aspire, Experian, Equifax and TransUnion (collectively, “Defendants”), and

1 has suffered particularized and concrete harm.

2 26. Equifax, Experian and TransUnion are the three largest consumer reporting  
3 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

4 27. The CRAs’ primary business is the sale of consumer reports (commonly  
5 referred to as “credit reports”) to third parties and consumers.

6 28. Experian, Equifax and TransUnion have a duty, under the FCRA, to follow  
7 reasonable procedures to ensure that the consumer reports they sell meet the standard of  
8 “maximum possible accuracy.” 15 U.S.C. §1681e(b).

9 29. Plaintiff discovered the Aspire account # last four -6664 on her Equifax,  
10 Experian, and TransUnion consumer reports in error (the “Account”).

11 30. During the course of repayment of the Account, Plaintiff satisfied the  
12 Account in full with Aspire for full and final settlement of Plaintiff’s obligation with  
13 respect to the Account.

14 31. Plaintiff resolved her liability on the Account, and the balance is \$0.

15 32. In spite of receiving the full benefit of payment in full on the Account, and  
16 releasing Plaintiff from liability on Account, Defendant Aspire continued, erroneously,  
17 to report a balance due and owing and various late payments with derogatory status on  
18 the Account to Experian, Equifax, and TransUnion.

19 33. The false information regarding the Account appearing on Plaintiff’s  
20 consumer reports harms the Plaintiff because it does not accurately depict Plaintiff’s  
21 credit history and creditworthiness and overstates credit utilization.

22 **PLAINTIFF’S WRITTEN DISPUTE**

23 34. On or about December 28, 2023, Plaintiff sent a written dispute to Equifax  
24 (“Equifax Dispute”), disputing the inaccurate information regarding the Account  
25 reporting on Plaintiff’s consumer report.

26 35. On or about December 28, 2023, Plaintiff sent a written dispute to Experian  
27 (“Experian Dispute”), disputing the inaccurate information regarding Account reporting  
28 on Plaintiff’s consumer report.

1           36. On or about December 28, 2023, Plaintiff sent a written dispute to  
2 TransUnion (“TransUnion Dispute”), disputing the inaccurate information regarding the  
3 Account reporting on Plaintiff’s consumer report.

4           37. Upon information and belief, Equifax, Experian and TransUnion forwarded  
5 Plaintiff’s Disputes (collectively the “Dispute Letters”) to Defendant Aspire.

6           38. Upon information and belief, Aspire received notification of Plaintiff’s  
7 Dispute Letters from Equifax, Experian, and TransUnion.

8           39. Upon information and belief, Aspire verified the erroneous information  
9 associated with the Account to Equifax, Experian, and TransUnion.

10           40. Aspire failed to conduct an investigation, contact Plaintiff, contact third-  
11 parties, or review underlying account information with respect to the disputed  
12 information and the accuracy of the Account.

13           41. Equifax, Experian, and TransUnion each did not conduct an investigation,  
14 contact Plaintiff, contact third-parties, or review underlying account information with  
15 respect to the disputed information and the accuracy of the Account.

16           42. Upon information and belief, Aspire failed to instruct Equifax, Experian,  
17 and TransUnion to remove the false information regarding the Account reporting on  
18 Plaintiff’s consumer reports.

19           43. Equifax, Experian, and TransUnion employed an investigation process that  
20 was not reasonable and did not remove the false information regarding the Account  
21 identified in Plaintiff’s Dispute Letters.

22           44. At no point after receiving the Dispute Letters did Aspire, Equifax,  
23 Experian, or TransUnion communicate with Plaintiff to determine the veracity and  
24 extent of Plaintiff’s Dispute Letters.

25           45. Equifax, Experian, and TransUnion relied on their own judgment and the  
26 information provided to them by Aspire rather than grant credence to the information  
27 provided by Plaintiff.

28           46. The Plaintiff was denied credit and/or refrained from needed credit

1 applications due to the erroneous information associated with the Account.

2 **COUNT I – EXPERIAN**

3 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

4 47. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully  
5 set forth herein.

6 48. After receiving the Experian Dispute, Experian failed to correct the false  
7 information regarding the Account reporting on Plaintiff's Experian consumer report.

8 49. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to establish or  
9 to follow reasonable procedures to assure maximum possible accuracy in the preparation  
10 of the credit reports and credit files Defendant Experian published and maintained  
11 concerning Plaintiff.

12 50. As a result of this conduct, action and inaction of Defendant Experian,  
13 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
14 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal  
15 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
16 the trier of fact.

17 51. Defendant Experian's conduct, action, and inaction were willful, rendering  
18 Defendant Experian liable to Plaintiff for punitive damages pursuant to 15 U.S.C.  
19 §1681n.

20 52. In the alternative, Defendant Experian was negligent, entitled Plaintiff to  
21 recover damages under 15 U.S.C. §1681o.

22 53. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
23 Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

24 **COUNT II – EXPERIAN**

25 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

26 54. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully  
27 set forth herein.  
28

1           55. After receiving the Experian Dispute, Experian failed to correct the false  
2 information regarding the Account reporting on Plaintiff's Experian consumer report.

3           56. Defendant Experian violated 15 U.S.C. §1681i by failing to delete  
4 inaccurate information in Plaintiff's credit files after receiving actual notice of such  
5 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain  
6 reasonable procedures with which to filter and verify disputed information in Plaintiff's  
7 credit files.

8           57. As a result of this conduct, action and inaction of Defendant Experian,  
9 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
10 loss, damage to reputation, emotional distress and interference with Plaintiff's normal  
11 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
12 the trier of fact.

13           58. Defendant Experian's conduct, action, and inaction were willful, rendering  
14 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

15           59. In the alternative, Defendant Experian was negligent, entitling Plaintiff to  
16 recover damages under 15 U.S.C. §1681o.

17           60. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
18 Experian pursuant to 15 U.S.C. §1681n and/or §1681o.

19  
20                                   **COUNT III – EQUIFAX**

21                           **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

22           61. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully  
23 set forth herein.

24           62. After receiving the Equifax Dispute, Equifax failed to correct the false  
25 information regarding the Account reporting on Plaintiff's Equifax consumer report.

26           63. Defendant Equifax violated 15 U.S.C. §1681e(b) by failing to establish or  
27 to follow reasonable procedures to assure maximum possible accuracy in the preparation  
28 of the credit reports and credit files Defendant Equifax published and maintained

1 concerning Plaintiff.

2 64. As a result of this conduct, action and inaction of Defendant Equifax,  
3 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
4 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal  
5 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
6 the trier of fact.

7 65. Defendant Equifax's conduct, action, and inaction were willful, rendering  
8 Defendant Equifax liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

9 66. In the alternative, Defendant Equifax was negligent, entitled Plaintiff to  
10 recover damages under 15 U.S.C. §1681o.

11 67. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
12 Equifax, pursuant to 15 U.S.C. §1681n and/or §1681o.

13  
14 **COUNT IV – EQUIFAX**

15 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

16 68. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully  
17 set forth herein.

18 69. After receiving the Equifax Dispute, Equifax failed to correct the false  
19 information regarding the Account reporting on Plaintiff's Equifax consumer report.

20 70. Defendant Equifax violated 15 U.S.C. §1681i by failing to delete inaccurate  
21 information in Plaintiff's credit files after receiving actual notice of such inaccuracies,  
22 by failing to conduct lawful reinvestigations, and by failing to maintain reasonable  
23 procedures with which to filter and verify disputed information in Plaintiff's credit files.

24 71. As a result of this conduct, action and inaction of Defendant Equifax,  
25 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
26 loss, damage to reputation, emotional distress and interference with Plaintiff's normal  
27 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
28 the trier of fact.



72. Defendant Equifax's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

73. In the alternative, Defendant Equifax was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

74. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Equifax pursuant to 15 U.S.C. §1681n and/or §1681o.

### **COUNT V – TRANSUNION**

#### **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

75. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully set forth herein.

76. After receiving the TransUnion Dispute, TransUnion failed to correct the false information regarding the Account reporting on Plaintiff's TransUnion consumer report.

77. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files Defendant TransUnion published and maintained concerning Plaintiff.

78. As a result of this conduct, action and inaction of Defendant TransUnion, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress, and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

79. Defendant TransUnion's conduct, action, and inaction were willful, rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

80. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

1           81. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
2 TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

3  
4                                   **COUNT VI – TRANSUNION**

5                           **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

6           82. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully  
7 set forth herein.

8           83. After receiving the TransUnion Dispute, TransUnion failed to correct the  
9 false information regarding the Account reporting on Plaintiff's TransUnion consumer  
10 report.

11           84. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete  
12 inaccurate information in Plaintiff's credit files after receiving actual notice of such  
13 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain  
14 reasonable procedures with which to filter and verify disputed information in Plaintiff's  
15 credit files.

16           85. As a result of this conduct, action and inaction of Defendant TransUnion,  
17 Plaintiff suffered damage, and continues to suffer, actual damages, including economic  
18 loss, damage to reputation, emotional distress and interference with Plaintiff's normal  
19 and usual activities for which Plaintiff seeks damages in an amount to be determined by  
20 the trier of fact.

21           86. Defendant TransUnion's conduct, action, and inaction were willful,  
22 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.  
23 §1681n.

24           87. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff  
25 to recover damages under 15 U.S.C. §1681o.

26           88. Plaintiff is entitled to recover costs and attorneys' fees from Defendant  
27 TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

**COUNT VII – ASPIRE**

**Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)**

89. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully set forth herein.

90. After receiving the Dispute Letters, Aspire failed to correct the false information regarding the Account reporting on Plaintiff's consumer report.

91. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly investigate Plaintiff's disputes of Defendant Aspire's representations; by failing to review all relevant information regarding Plaintiff's disputes; by failing to accurately respond to credit reporting agencies; by verifying false information; and by failing to permanently and lawfully correct its own internal records to prevent the re-reporting of Defendant Aspire's representations to consumer credit reporting agencies, among other unlawful conduct.

92. As a result of this conduct, action, and inaction of Defendant Aspire, Plaintiff suffered damages, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress, and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

93. Defendant Aspire's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

94. In the alternative, Defendant Aspire was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

95. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Aspire pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Defendants for willful noncompliance of the Fair Credit Reporting Act and seeks statutory remedies

1 as defined by 15 U.S.C. § 1681 and demands:

- 2 A. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C.  
3 § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per violation;
- 4 B. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful  
5 violation;
- 6 C. The costs of instituting this action together with reasonable attorney's fees  
7 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
- 8 D. Any further legal and equitable relief as the court may deem just and proper in  
9 the circumstances.

10  
11 Respectfully submitted June 27, 2023.

12  
13 /s/ Esther Oise

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